

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 3, 2010 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A – M

MOTION made by Alderman Cashion and **SECONDED** by Alderman Barnett to approve the Consent Agenda Items A-M. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 1229 SPRINGRIDGE ROAD – NEW BIRTH PENTECOSTAL CHURCH

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the conditional use request by New Birth Pentecostal Church located at 1229 Springridge Road in the City of Clinton, Mississippi. A copy of the request is on file with the Community Development Department. The Planning and Zoning Commission recommended approval. Alderman Greer left the meeting at 7:20 pm and returned at 7:22 pm. Alderman Greer was not present during the discussion of this matter nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

NEW CONSTRUCTION – MISSISSIPPI COLLEGE SOCCER FIELD HOUSE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Cashion the board approved the construction of the Mississippi College Soccer Field House to be located on the Mississippi College campus located in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

RESIDENTIAL CONSTRUCTION – LOT 4 SPRING HILL SUBDIVISION – TIM PREVOST

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the request made by Tim Prevost for the construction of a new house to be located at Lot 4 Spring Hill Subdivision located in the City of Clinton, Mississippi. The Planning and Zoning Commission, Architectural Review Commission, and the Olde Town Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

RESIDENTIAL CONSTRUCTION – LOT 5 SPRING HILL SUBDIVISION – TIM PREVOST

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Morgan and **SECONDED** by Alderwoman Peace the board approved the request made by Tim Prevost for the construction of a new house to be located at Lot 5 Spring Hill Subdivision located in the City of Clinton, Mississippi. The Planning and Zoning Commission, Architectural Review Commission, and the Olde Town Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

RESIDENTIAL CONSTRUCTION – LOT 13 SPRING HILL SUBDIVISION – PATRICK CONN

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the request made by Patrick Conn for the construction of a new house to be located at Lot 13 Spring Hill Subdivision located in the City of Clinton, Mississippi. The Planning and Zoning Commission, Architectural Review Commission, and the Olde Town Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

SIGN APPROVAL – 728 CLINTON PARKWAY – ST. DOMINIC FAMILY MEDICAL

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the sign request made by St. Dominic Family Medical located at 728 Clinton Parkway located in the City of Clinton, Mississippi. The Planning and Zoning Commission and the Architectural Review Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENT OF DAVID ELLIS TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Tony Greer, Alderman Ward 2, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved the appointment of David Ellis to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE RE-APPOINTMENT OF TOM MCMAHON TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Mike Morgan, Alderman Ward 5, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Barnett the board approved the re-appointment of Tom Mahon to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVE DECLARING AS SURPLUS PROPERTY THE VEHICLES ON THE ATTACHED LIST FROM THE CITY'S INVENTORY AND FURTHERMORE APPROVING DISPOSING OF SAID VEHICLES VIA AUCTION

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved declaring as surplus property the vehicles on the attached list from the City's inventory and furthermore approved disposing of said vehicles via auction. **MOTION CARRIED UNANIMOUSLY**

APPROVE DECLARING AS SURPLUS PROPERTY THE FORFEITED VEHICLES ON THE ATTACHED LIST AND FURTHERMORE APPROVING DISPOSING OF SAID VEHICLES VIA AUCTION

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved declaring as surplus property the forfeited vehicles on the attached list and furthermore approved disposing of said vehicles via auction. **MOTION CARRIED UNANIMOUSLY**

APPROVE GRANTING AN EXTENSION UNTIL AUGUST 31, 2010 TO LAWRENCE JONES OWNER OF THE HOUSE AT 1504 ROSEMONT STREET IN THE CITY OF CLINTON, MISSISSIPPI TO COMPLETE CONSTRUCTION

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved granting an extension until August 31, 2010 to Lawrence Jones owner of the house at 1504 Rosemont Street in the City of Clinton, Mississippi to complete construction. The board also asked that the owner Lawrence Jones report to the Director of Community Development on a weekly basis his progress in finishing the construction of this house. **MOTION CARRIED UNANIMOUSLY**

APPROVE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND AT&T MISSISSIPPI TO PROVIDE VIDEO SERVICES TO THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Greer the board approved the contract between the City of Clinton, Mississippi and AT&T Mississippi to provide video services to the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:38 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on August 17, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED:

Rosemary G. Aultman
Rosemary Aultman, Mayor

August 4, 2010
Date

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk

August 4, 2010
Date



PLANNING & ZONING COMMISSION

Clinton, Mississippi
Tuesday, July 27, 2010
6:30 p.m.
Municipal Courtroom
305 Monroe Street

Meeting Minutes

Members Present: Foster Ellis, Jr., Nancy Davis, Dr. Ryan Tracy, Pat Smith, Bettye King, Mark Williams

City Officials: Jerry Bounds

Minutes taken by Lauren Pennington.

I. Call To Order

Bettye King called the meeting to order at 6:30 p.m.

II. Consideration and Approval of April 27, 2010 Minutes.

MOTION by Foster Ellis Jr. to approve the May 25, 2010 minutes. SECOND by Nancy Davis. UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. Approval of new sign for St. Dominic Family Medical, 728 Clinton Pkwy., Mitchell Signs.

Jerry Bounds showed a color copy of the sign and it's dimensions to the committee and the color tiles that will be used, also stated that the sign has gone before Architectural Review and has been approved.

Bettye King asked if anyone with St. Dominic was present at the meeting.

Kevin Flynn, Vice President of Network Administration, was present.

Bettye King asked if he had anything to say regarding the sign.

Kevin Flynn stated that St. Dominic is excited to be coming here to Clinton and will comply with all standards set forth by the City.

Bettye King asked if any members of the committee had concerns or questions about the sign.

Mark Williams asked if the sign is in compliance with the sign ordinance.

Jerry Bounds said yes.

A Public Hearing was held. NO comments made.

MOTION by Dr. Ryan Tracy to approve the sign for St. Dominic Family Medical.
SECOND by Foster Ellis Jr. Motion carried UNANIMOUSLY, NONE opposed.

B. New Construction: Mississippi College Soccer Field House, Glen Worley.

Jerry Bounds showed the color and brick samples to the committee, stated that the plans have gone before Architectural Review and has been approved. The building will match the existing buildings in the area.

Bettye King asked if anyone from Mississippi College was present.

Glen Worley with Mississippi College was attending the meeting. Stated that the building will match the existing building on the field.

A Public Hearing was held. NO comments made.

MOTION by Foster Ellis Jr. to approve the new soccer field house for Mississippi College. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

C. Approval for New Residential Construction; Lot 4 Spring Hill Subdivision, Tim Prevost.

Jerry Bounds showed the committee the color, brick, and roof sample. Stated that the plans have already gone before the Historical Preservation Committee and is recommended to be approved with a change to the garage door. The Historical Preservation Committee would like to see a single panel garage door.

Bettye King asked if Tim Prevost was present and if he had anything to add to the discussion of the home.

Tim Prevost was present but did not have anything to add.

Bettye King asked if the committee had any questions for Tim Prevost.

Dr. Ryan Tracy asked if this would be a spec home.

Tim Prevost stated that it was a possibility but they are trying to sell the homes before they are completed.

Mark Williams asked if the alley behind the homes in the Spring Hill Subdivision would be a public or private street.

Ben Walker stated that it will be private.

A Public Hearing was held. NO comments made.

MOTION by Dr. Ryan Tracy to approve the plans with the conditions set forth by the Historical Preservation Committee. Second by Mark Williams. Motion carried UNANIMOUSLY, NONE opposed.

D. Approval for New Residential Construction, Lot 5 Spring Hill Subdivision, Tim Prevost.

Jerry Bounds showed the committee the color, brick, and roof sample. Stated that the plans have already gone before the Historical Preservation Committee and is recommended to be approved with a change to the garage door. The Historical Preservation Committee would like to see a single panel garage door on this home as well.

Nancy Davis asked if this was Tim Prevost's fifth house in the subdivision.

Tim Prevost stated it is his fourth.

Dr. Ryan Tracy asked if this would be a spec house.

Tim Prevost said it is a possibility, again, they will try to sell the home before it is completed.

A Public Hearing was held. NO comments made.

MOTION by Nancy Davis to approve the plans with the conditions set forth by the Historical Preservation Committee. SECOND by Dr. Ryan Tracy. Motion carried UNANIMOUSLY, NONE opposed.

E. Approval for New Residential Construction, lot 13 Spring Hill Subdivision, Patrick Conn.

Jerry Bounds showed the committee the color, brick, and roof sample. Stated that the plans have already gone before the Historical Preservation Committee and is recommended to be approved with a change to the garage door and the roof color. There was also a suggestion to stain the front door instead of painting it but, it is not a condition of approval for Historical Preservation.

Bettye King asked if Patrick Conn was present and had anything to say.

Patrick Conn attended the meeting and stated he is very excited to move forward with the construction of his new home in Clinton.

A Public Hearing was held. NO comments made.

MOTION by Foster Ellis Jr. to approve the plans with the conditions set forth by the Historical Preservation Committee. SECOND by Nancy Davis. Motion carried UNANIMOUSLY, NONE opposed.

F. Approval for Conditional Use, New Birth Pentecostal Church, Scott Phillips.

Jerry Bounds stated that New Birth Pentecostal Church would like a Conditional Use Permit granted so that they may hold service at 1229 Springridge Road. Asked if they are purchasing the building or leasing it.

Scott Phillips said they have not decided if they will purchase or not.

Dr. Ryan Tracy stated that the building looked like it will meet all the needs for their church.

Jerry Bounds asked how many members they have.

Scott Phillips stated that around 50 people normally attend their Sunday service.

Nancy Davis made reference to the letter sent to Scott Phillips by Jerry Bounds outlining the conditions that have to be met before the Conditional Use is issued. She stated seven handicap spaces seem like a lot.

Jerry Bounds stated that the footage of the building requires that many handicap spaces.

Dr. Ryan Tracy asked if there will be enough parking.

Scott Phillips stated that if they purchase the building a new parking lot would be poured.

A Public Hearing was held. NO comments made.

MOTION by Dr. Ryan Tracy to approve the Conditional Use with the conditions set forth by Community Development. SECOND by Foster Ellis Jr. MOTION carried UNANIMOUSLY, NONE opposed.

Betty King asked if there was any more business.

Jerry Bounds stated there was not.

MOTION by Dr. Ryan Tracy to adjourn. SECOND by Pat Smith.

IV. The Meeting was adjourned at 7:30 p.m.

City of Clinton
Mississippi
Community Development

June 23, 2010

Mr. Scott Phillips
610 Springridge Road
Clinton, MS 39056

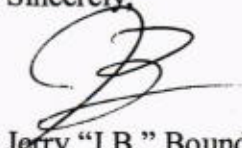
Mr. Phillips:

I have received your letter requesting a conditional use to allow, New Birth Pentecostal church to be located at 1229 Springridge Road. At your earliest convenience let me know if you plan to purchase or lease the building.

I have you on schedule to appear before the Planning and Zoning Commission on July 27, 2010 at 6:30 and the Mayor and Board of Alderman on August 3, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

April 16, 2010

Scott Phillips

Mr. Phillips,

After looking through the International Fire Code and International Building Code, we have determined that your building classification is A-3 assembly occupant load has been calculated at 300 people max. The following items will need to be addressed prior to a certificate of occupancy being issued;

1. The building will require a sprinkler system, along with fire alarms and monitoring system.
2. 7 handicap spaces marked with appropriate signage.
3. Parking spaces must be hard surface gravel, slag, concrete, ect.
4. Panic hardware will need to be on egress doors.
5. Lighted exit signs.
6. Handrails on second floor outside bathroom.
7. Guard rails on right side of building at the rear where retaining wall is located.
8. Egress stairs from mezzanine.
9. Bathroom room facilities must consist of three female and two male. One of each must be handicap accessible with grab bars, wheel chair accessible lavatories, leaver handle faucets, and leaver handle door locks.

If you have any further questions I can be reached at (601) 924-2256.

Sincerely,

Jerry "J.B." Bounds
Director, Community Development

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200309449
New Birth Pentecostal Church

6E THE CLARION-LEDGER F

Notice of Zoning Hearing

Notice is hereby given to those parties in interest that there will be a hearing on July 27 at 305 Monroe Street, in Clinton, Mississippi, for the purpose of determining whether or not a conditional use shall be allowed for New Birth Pentecostal Church to operate as a church at the following described property located in the City of Clinton, Mississippi:

1229 Springridge Road

Publish date July 9, 2010

0200309449-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

GLORIA WEAKLEY

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/9/2010

Size: 91 words / 2.00 col. x 13.00 lines

Published: 1 time(s)

Total: \$19.42

Signed

Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/9/2010.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)





NEWBIRTH PENTECOSTAL CHURCH

610 Springridge Road
Clinton, Ms 39056

T 601-924-9460
answers@newbirth.us

www.newbirth.us

June 21, 2010
Planning & Zoning Commission

City of Clinton

To Whom it may concern:

The church is exploring the possibility of purchasing/leasing this building. To this we understand we need a Conditional Use permit for the church to use this property for religious services.

Sincerely yours,

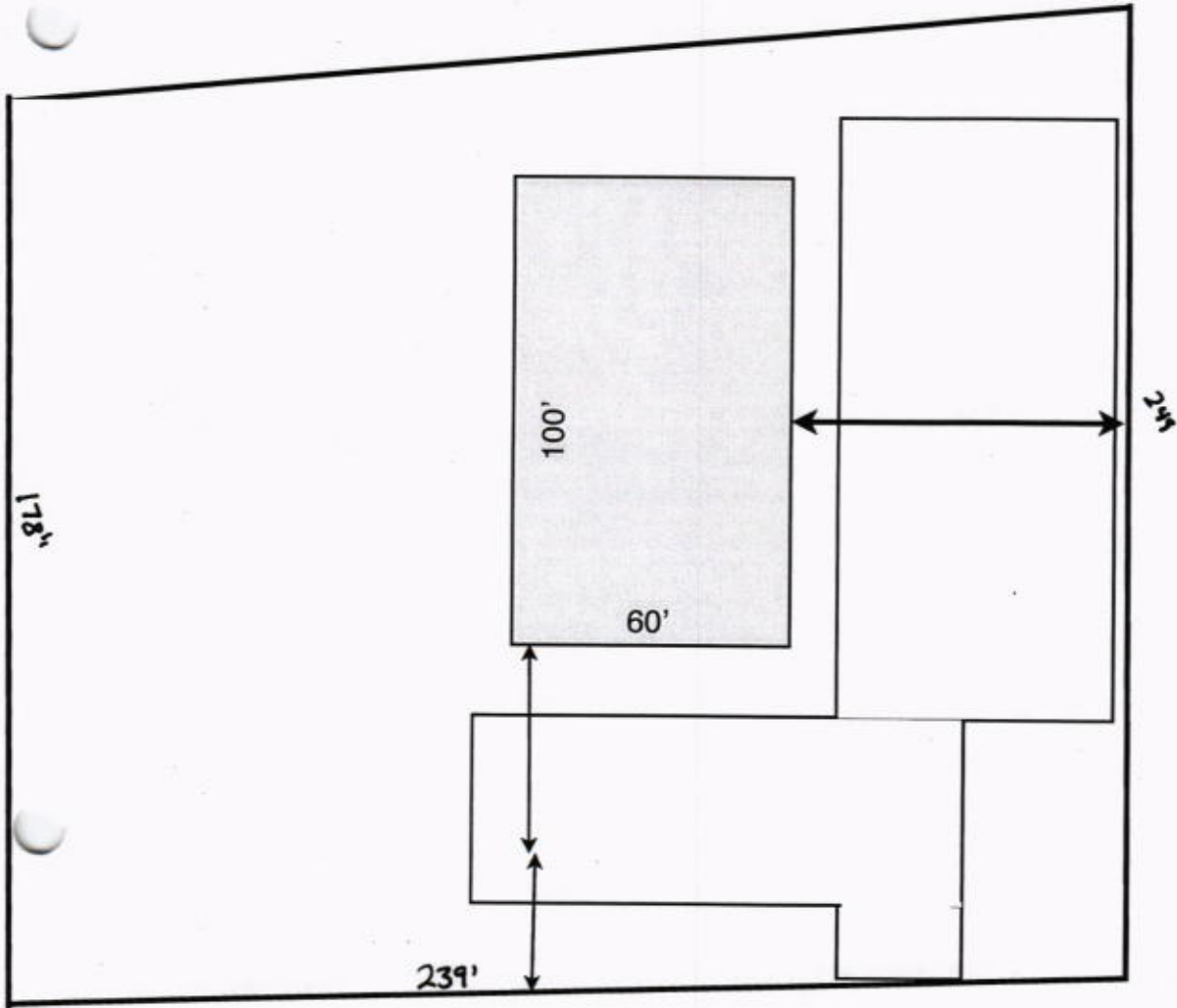

Scott Phillips

Pastor

601-594-2397

BEG INT W/L SPRINGRIDGE RD & S/L SEC 5 N 241
FT NWLY 249.6 FT NELY 204.2 FT W 26.8 FT SELY
483.2 FT E 177 FT TO POB IN SW 1/4 SW 1/4 SEC
5 T5 R1W LESS .93 AC TO LYLES CITY OF CLINTON

2860-501-240



Springridge Road

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 1229 Springside
Owner New Birth Pentecostal Church
Address _____
Phone # 601 924-9460
Current Zoning District C-2

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 2405.01 – Zoning Ordinance)

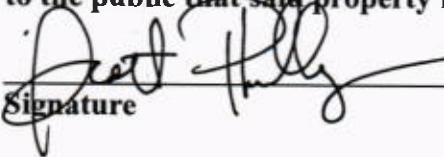
A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (a). Ingress and egress to property and proposed structures.
- (b). Off-street parking and loading areas.
- (c). Refuse and service areas.
- (d). Utilities, with reference locations, availability and compatibility.
- (e). Screening and buffering with reference to type, dimensions and character.
- (f). Required yards and other open space.
- (g). General compatibility with adjacent properties and other property in the district.
- (h). Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.


Signature

6-18-2010
Date



**Mississippi
College**

A CHRISTIAN UNIVERSITY

Physical Plant Department
Lanier Physical Plant Building
July 27, 2010

TO: City of Clinton Department of Community Development

FROM: Glenn Worley, Director of Physical Plant

SUBJECT: MC Soccer Field House Exterior Building Finishes

To whom it may concern,

Below is a list of exterior finishes for the purposed Soccer Field:

Brick

Tri State Brick; 203 B Burgundy Matt Face

Paint

Sherwin-Williams; Kilim Beige SW 6106

Vinyl Option

There is a possibility that all exterior wood will have vinyl applied to match existing vinyl style and color of our restroom facility.

MISSISSIPPI COLLEGE SOCCER FIELDHOUSE

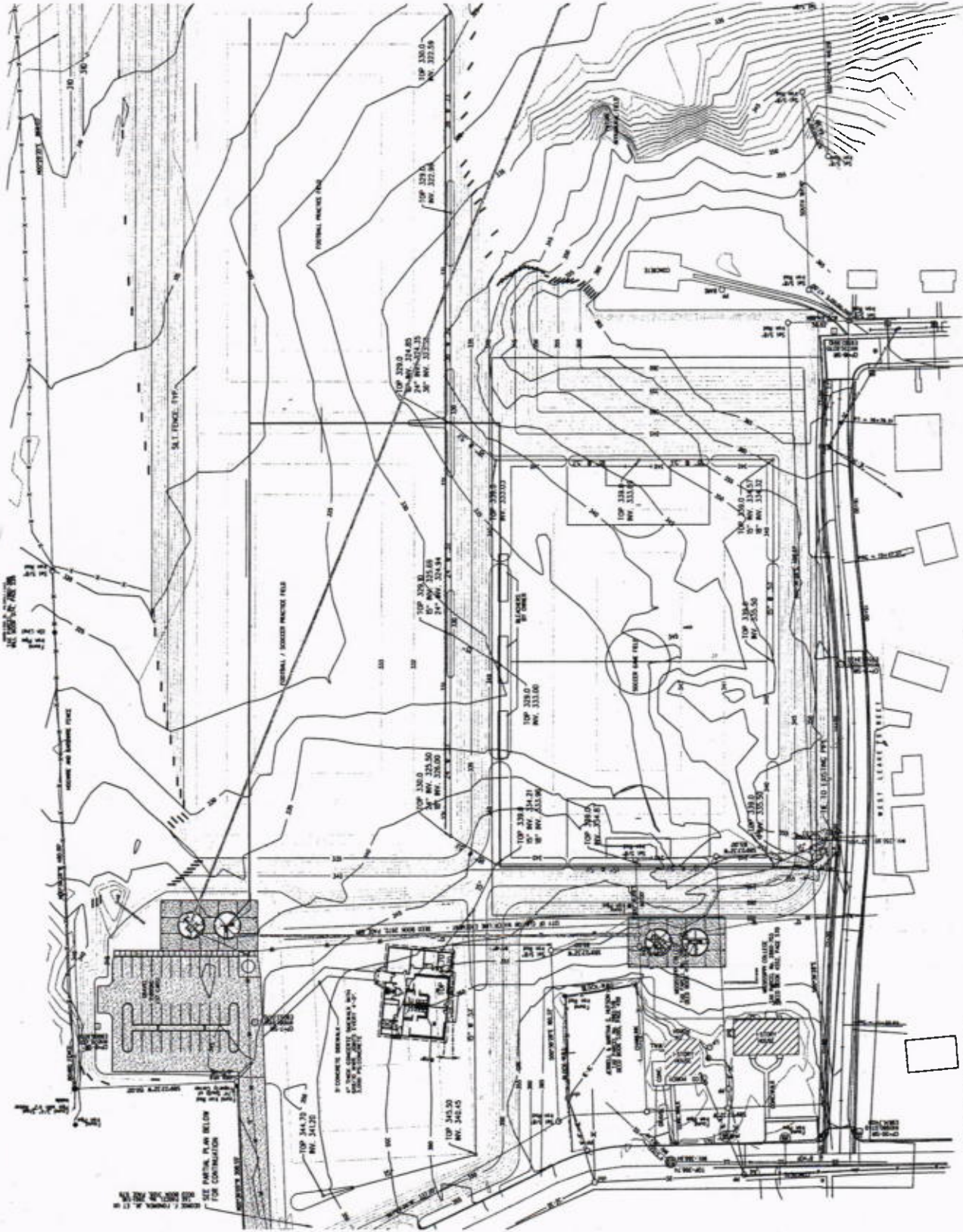
CLINTON, MISSISSIPPI

DATE: May 7, 2010
REVISION:

A1.1



08.2.10
2010



⊕ SITE PLAN
SCALE: 1"=40'-0"

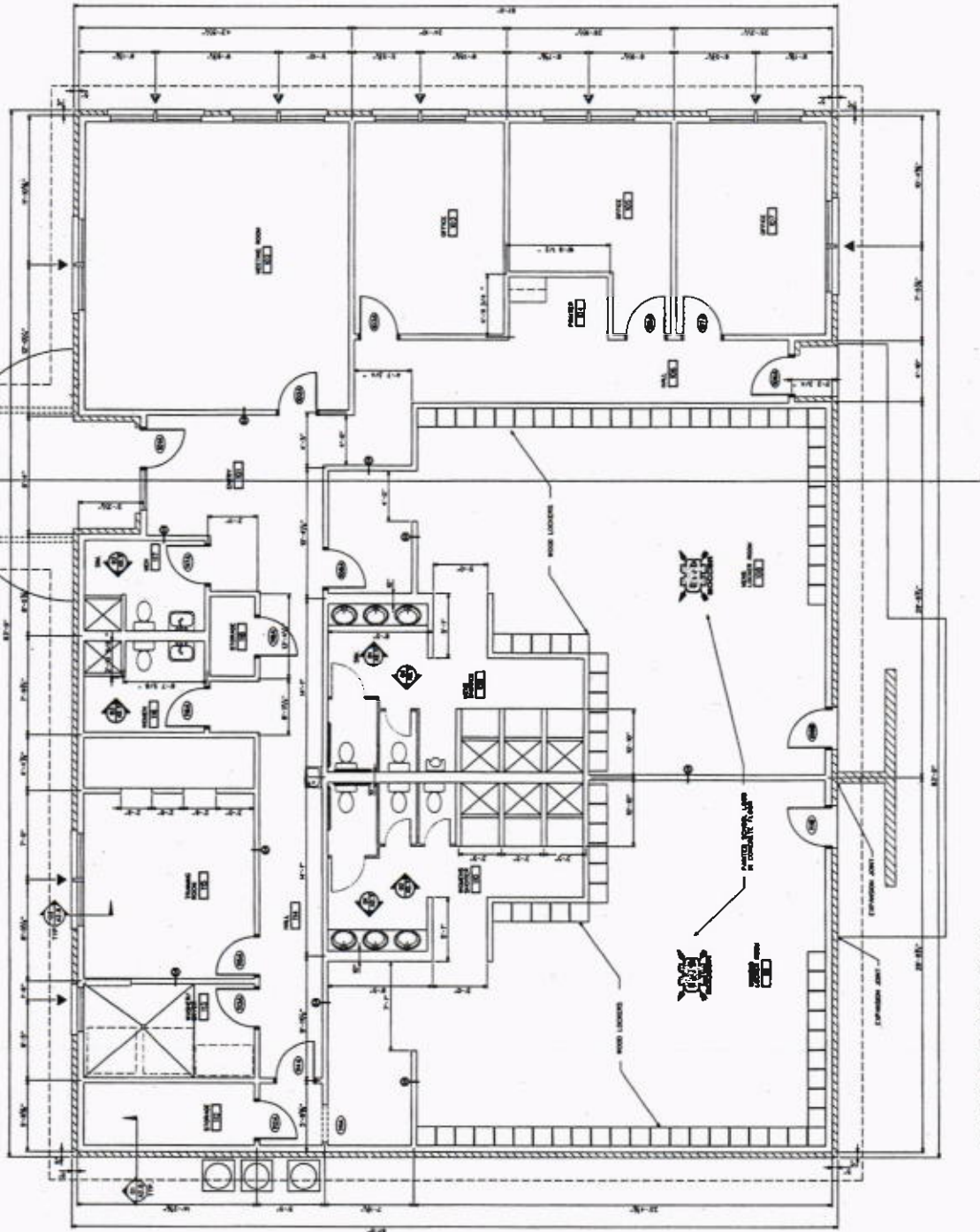
MISSISSIPPI COLLEGE SOCCER FIELDHOUSE

CLINTON, MISSISSIPPI

DATE: May 7, 2019
REVISION:



A2.0



01 FIRST FLOOR PLAN
A2.0 SCALE: 1/4" = 1'-0"

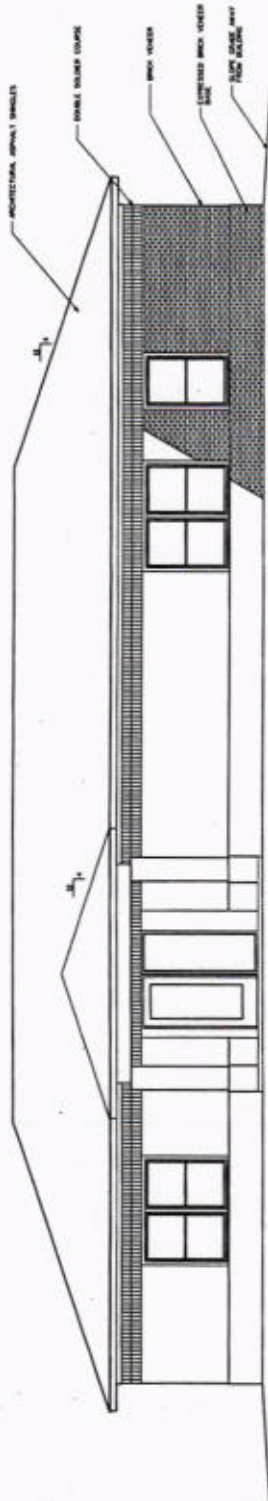
MISSISSIPPI COLLEGE SOCCER FIELDHOUSE

CLINTON, MISSISSIPPI

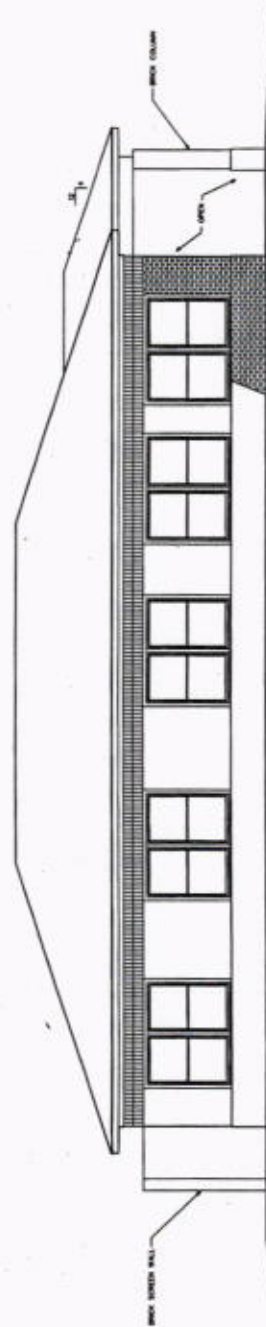
DATE: May 7, 2010
REVISION:



A2.3



01 FRONT ELEVATION
A2.3 SCALE: 1/4" = 1'-0"



02 RIGHT SIDE ELEVATION
A2.3 SCALE: 1/4" = 1'-0"

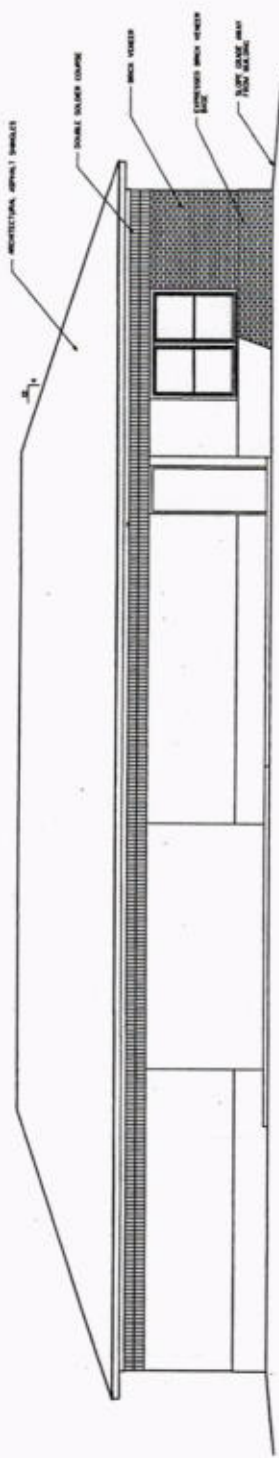
MISSISSIPPI COLLEGE SOCCER FIELDHOUSE

CLINTON, MISSISSIPPI

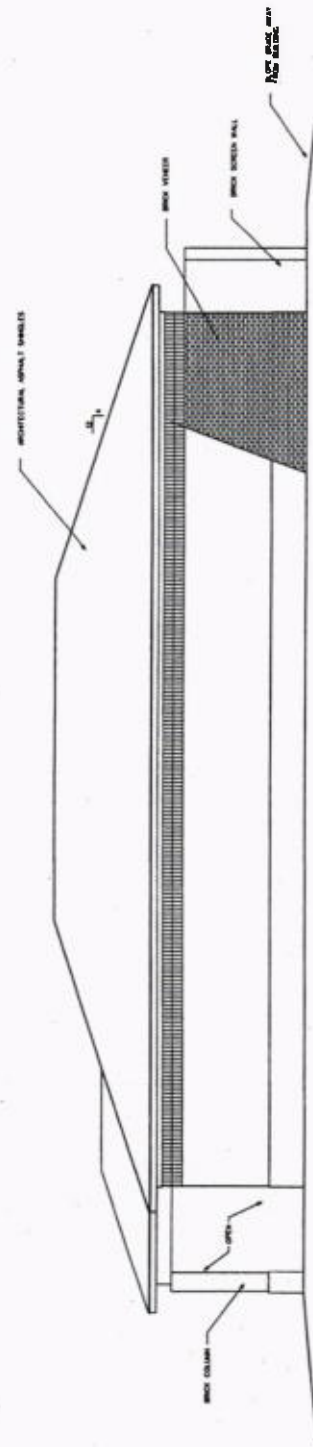
DATE: May 7, 2019
REVISION:



A2.4



01 REAR ELEVATION
A2.4 SCALE: 1/4" = 1'-0"



02 LEFT SIDE ELEVATION
A2.4 SCALE: 1/4" = 1'-0"

City of Clinton
Mississippi
Community Development

July 15, 2010

Mr. Tim Prevost
200 Cedar Valley Rd
Raymond MS 39154

Mr. Prevost:

I have received your request to place a house on lot 4 in the Spring Hill Subdivision. This subdivision is located in the Olde Town District of Clinton which will require review by the Historical Preservation Committee. I also have you scheduled to appear before the Planning and Zoning Commission on July 27, 2010 at 6:30 and the Mayor and Board of Alderman on June 15, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Exterior colors and finishes - Lot 4 Spring Hill

Brick - Olde Towne queens with gray mortar

Roof Shingles - Owens Corning Driftwood architectural

Metal roof - Standing Seam - Burnished Slate

Paint colors

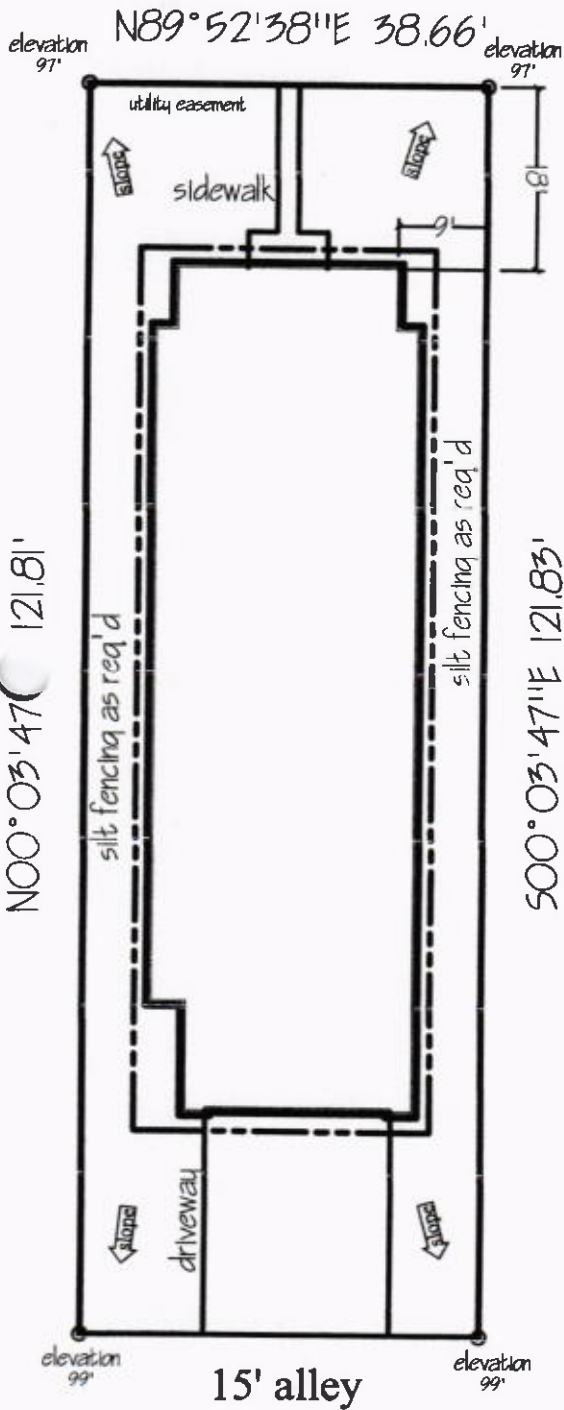
Trim - Ibis White SW7000

Siding - Friendly Yellow SW6680

Front door stain - Minwax Special Walnut

Lawson Street

50' row



SPRING HILL

Lot #4



Property situated in
section 3, township 4 north - range 1 west
City of Clinton,
Hinds County, Mississippi

House Size

25'-8" wide
82'-0" deep

House Pad Size

35' wide
94' deep

House Elev.

100'-0"

Setbacks

16'	front
20'	rear
5'	sides

SITE PLAN

1" = 8'

Square Footage

First Floor

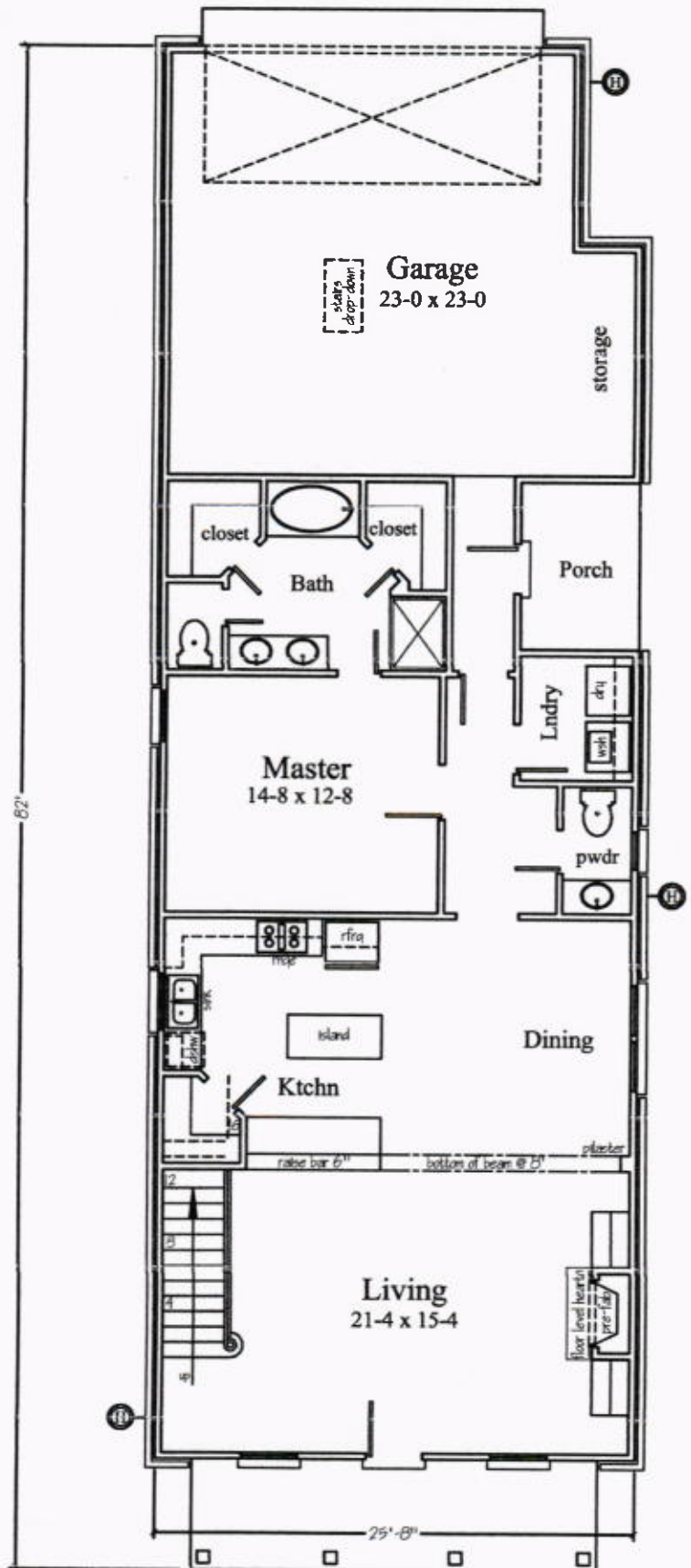
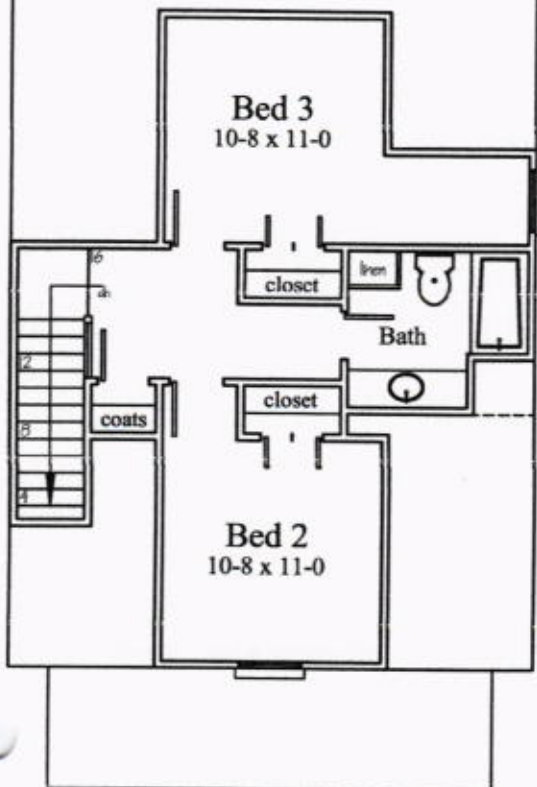
Heated Area: 1263
Masonry: 1296
Under Roof: 2078

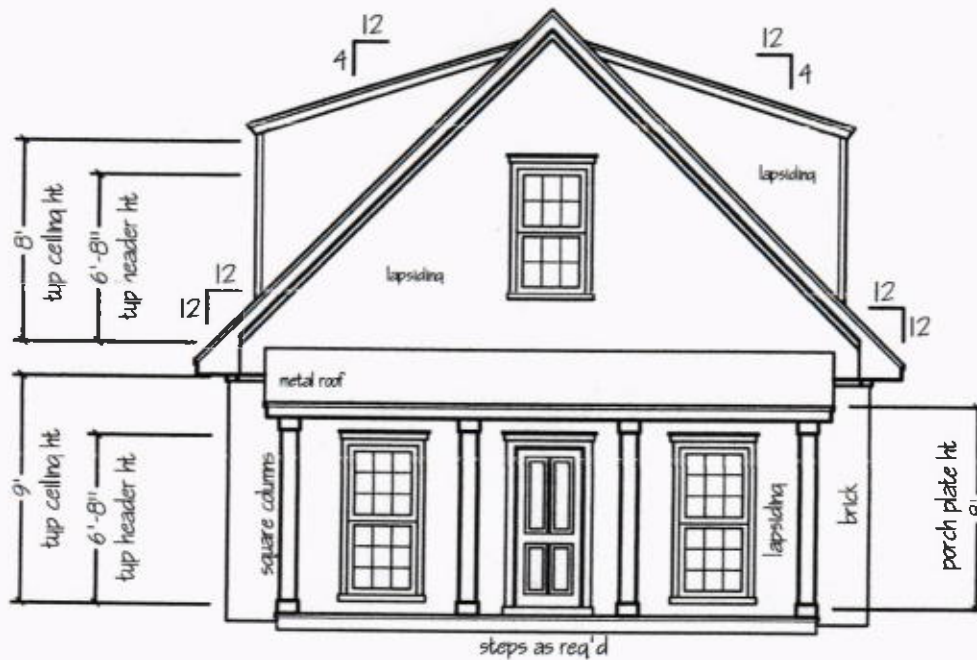
Second Floor

Heated Area: 483

Totals

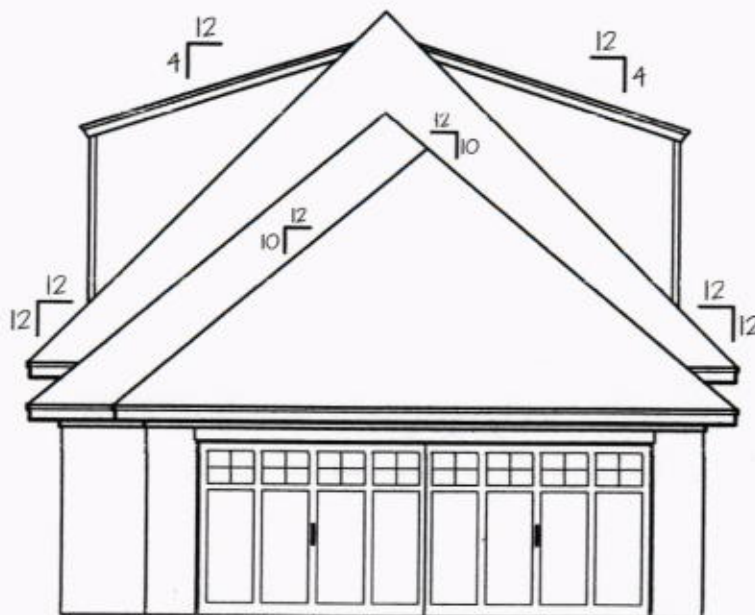
Heated Area: 1746
Masonry: 1779
Under Roof: 2561





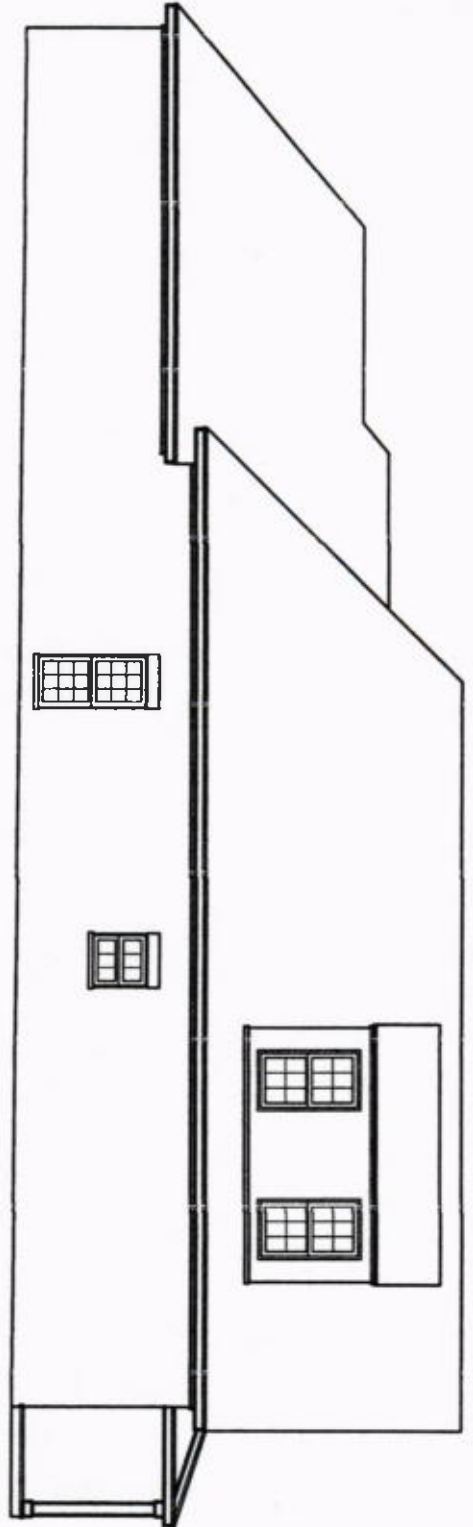
FRONT ELEVATION

1/4" = 1'-0"



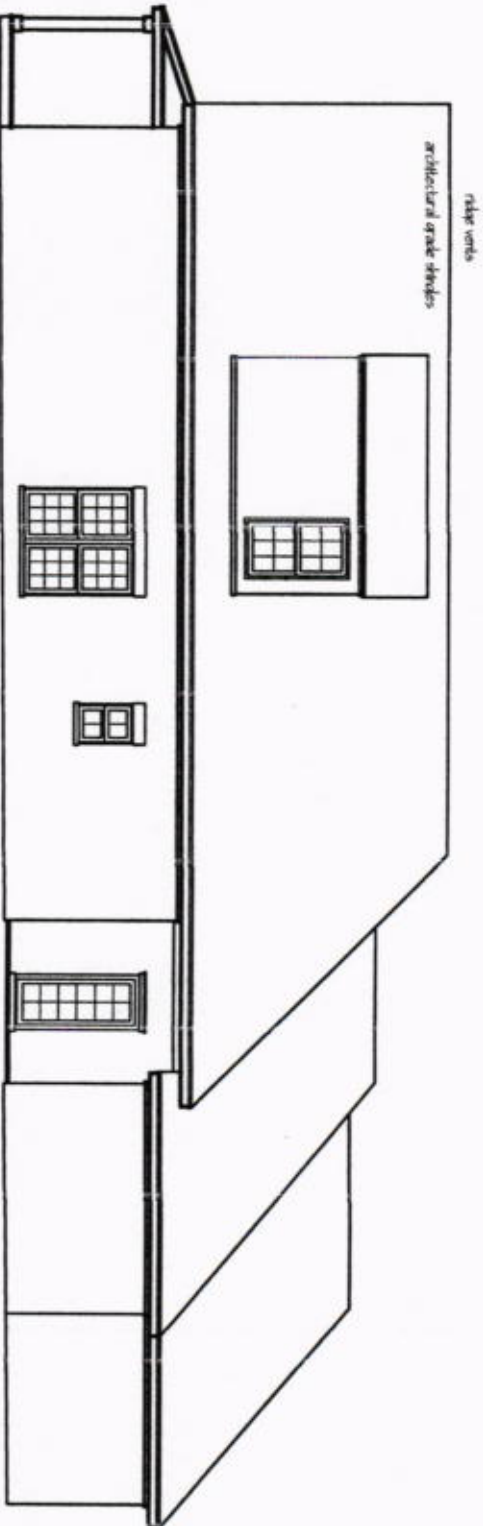
REAR ELEVATION

1/4" = 1'-0"



LEFT ELEVATION

1/4" = 1'-0"



RIGHT ELEVATION

1/4" = 1'-0"

City of Clinton
Mississippi
Community Development

July 15, 2010

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200 Cedar Valley Rd
Raymond MS 39154

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Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Exterior colors and finishes - Lot 5 Spring Hill

Brick - Orleans Antique queens with buff mortar

Roof Shingles - Owens Corning Driftwood architectural

Paint colors

Trim - Ibis White SW7000

Siding - Liveable Green SW6176

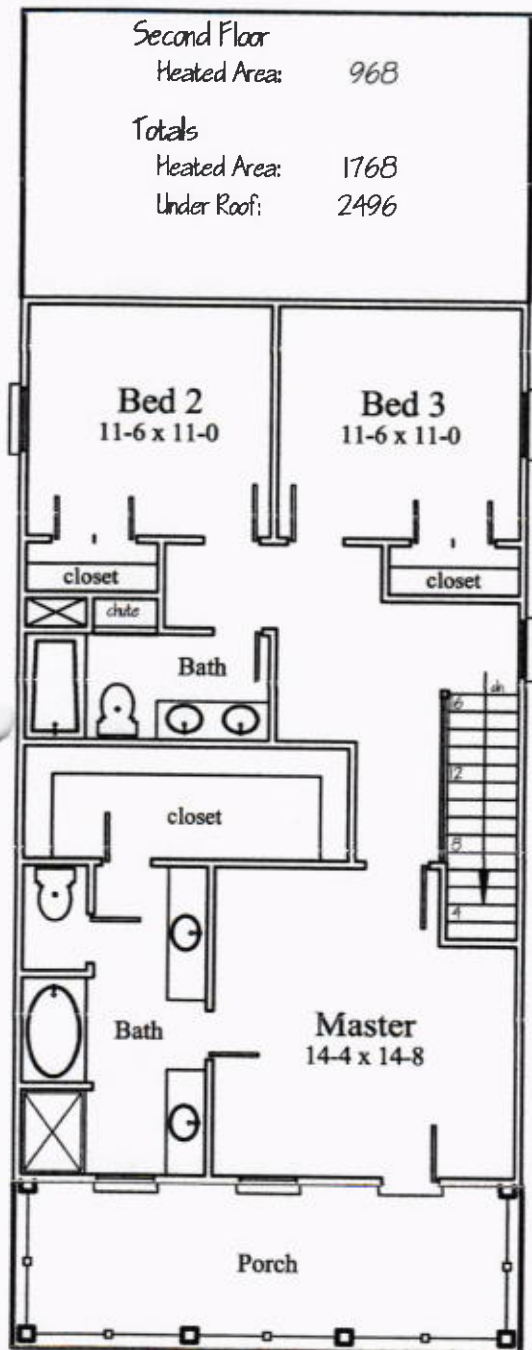
Shutter color - Inkwell SW6992

Front door stain - Minwax Special Walnut

50' row

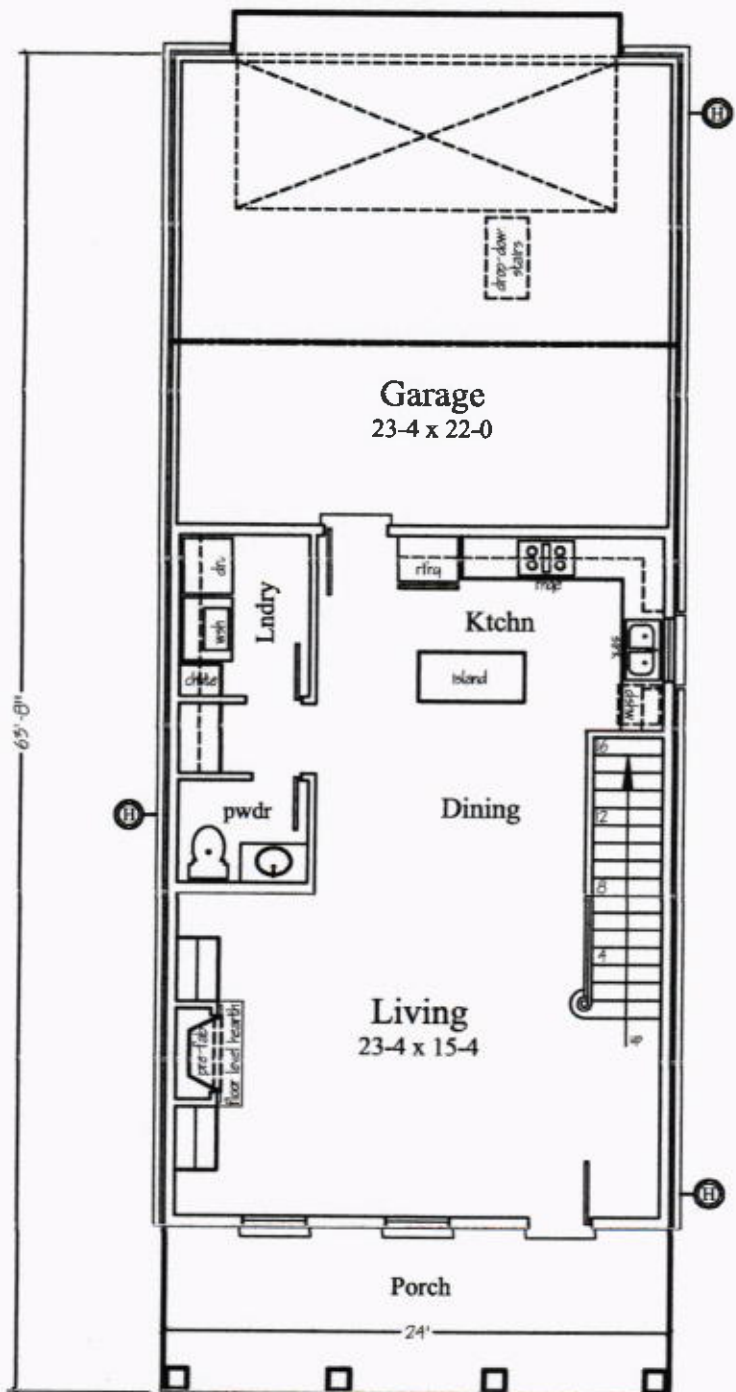
First Floor
 Heated Area: 800
 Under Roof: 1528

Second Floor
 Heated Area: 968
 Totals
 Heated Area: 1768
 Under Roof: 2496



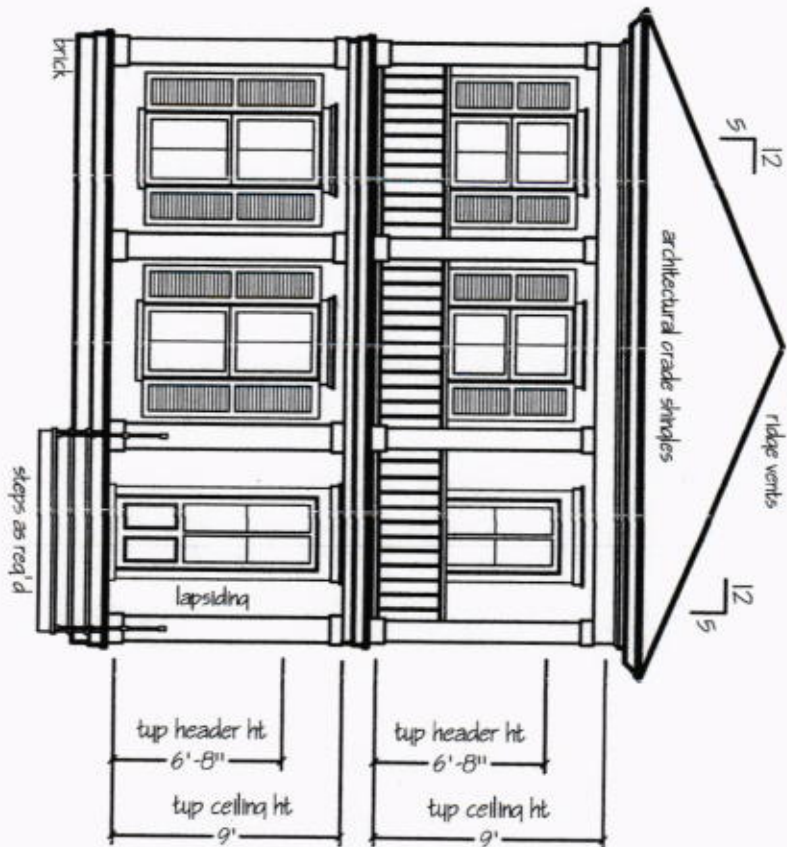
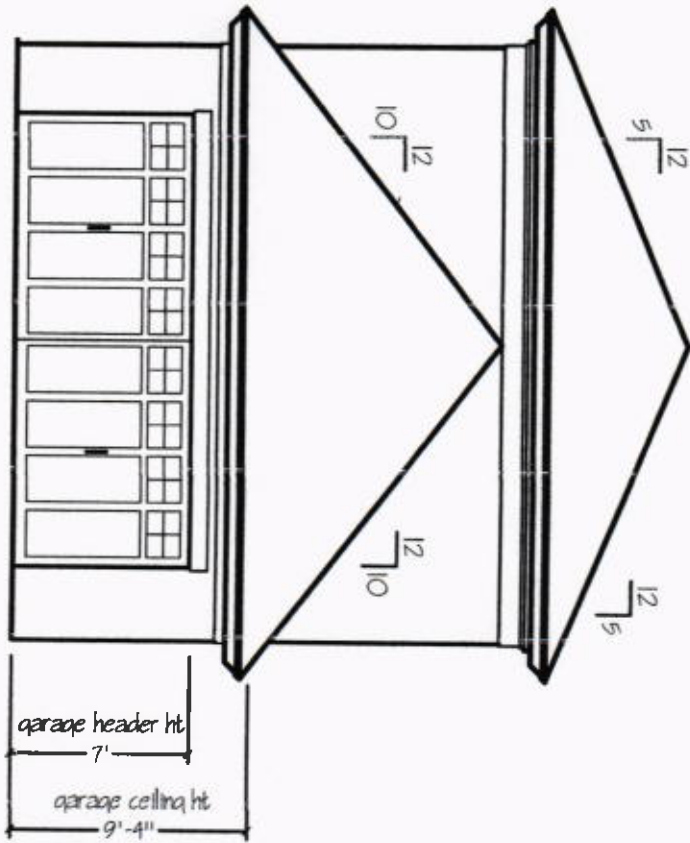
SECOND FLOOR PLAN

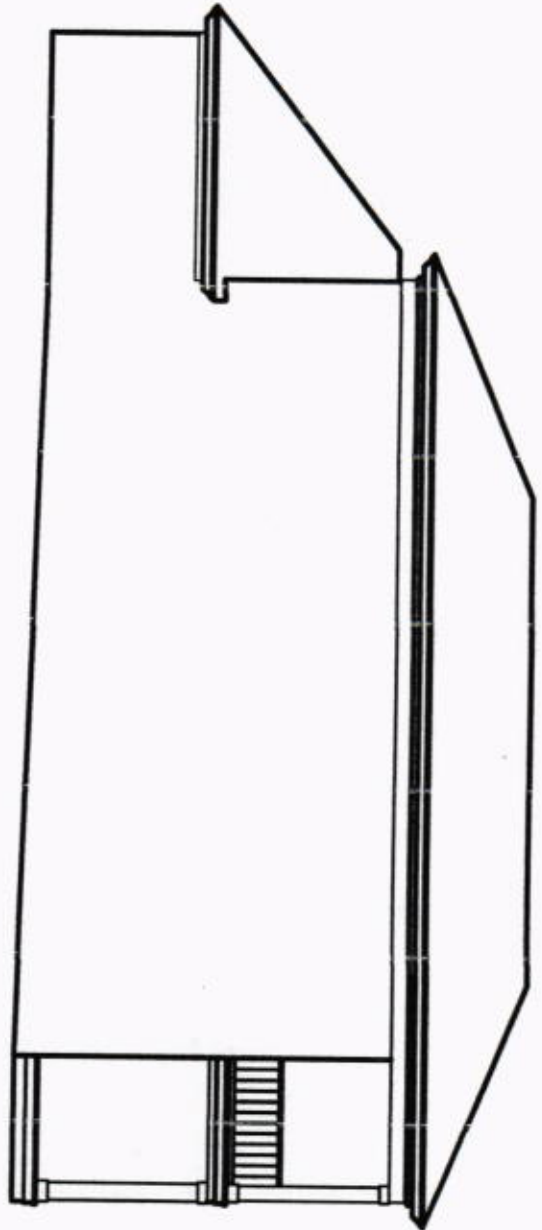
1/4" = 1'-0"



FIRST FLOOR PLAN

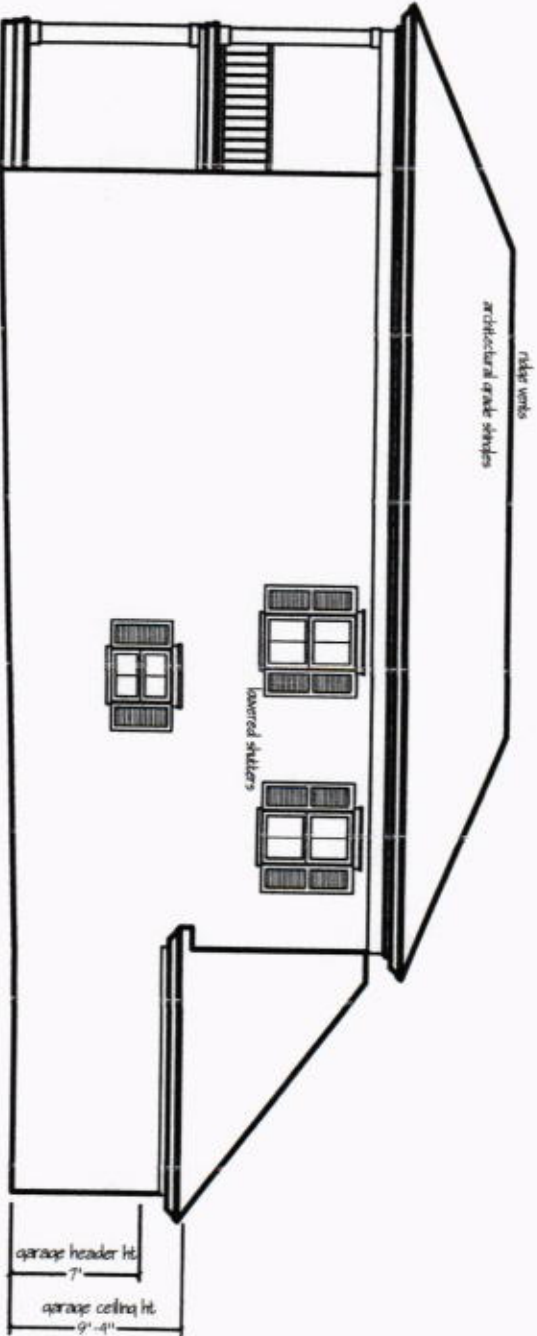
1/4" = 1'-0"





LEFT ELEVATION

1/4" = 1'-0"



City of Clinton
Mississippi
Community Development

July 9, 2010

Patrick Conn
102 Clinton Parkway
Clinton, MS 39056

Mr. Conn:

The Historical Preservation Committee has reviewed your plans. Listed below are some requirements they have for your house.

1. The garage door will need to be a plane panel door or one with an arched glass at the top.
2. The roof shingles will need to be oxford gray or onyx black.
3. This one is only a suggestion and not a requirement. The committee would like to see the front door stained and not painted..

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

City of Clinton
Mississippi
Community Development

June 23, 2010

Mr. Patrick Conn
102 Clinton Parkway
Clinton, MS 39056

Mr. Conn:

I have received your Request to build a new home in the Spring Hill subdivision. This subdivision is located in the Old Towne district of Clinton. This district requires approval from the planning Commission and the Mayor and Board of Alderman. I have you on schedule to appear before the Planning and Zoning Commission on July 27, 2010 at 6:30 and the Mayor and Board of Alderman on August 3, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,

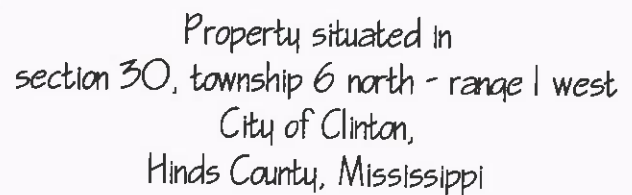


Jerry "J.B." Bounds
Director
Community Development

N89°52'38"E 23.70'

Lawson Street

Lot #13



26-4' wide
77-4' deep

36' wide
98' deep

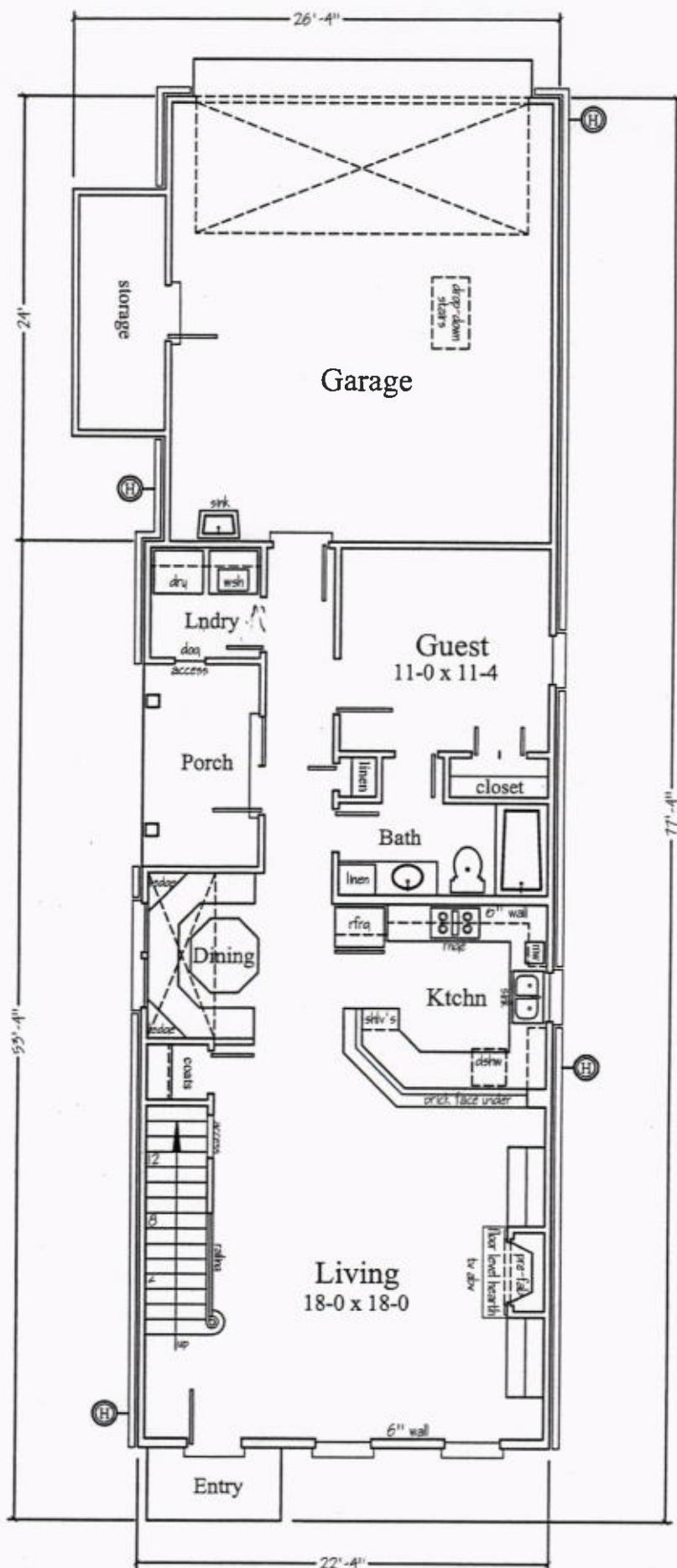
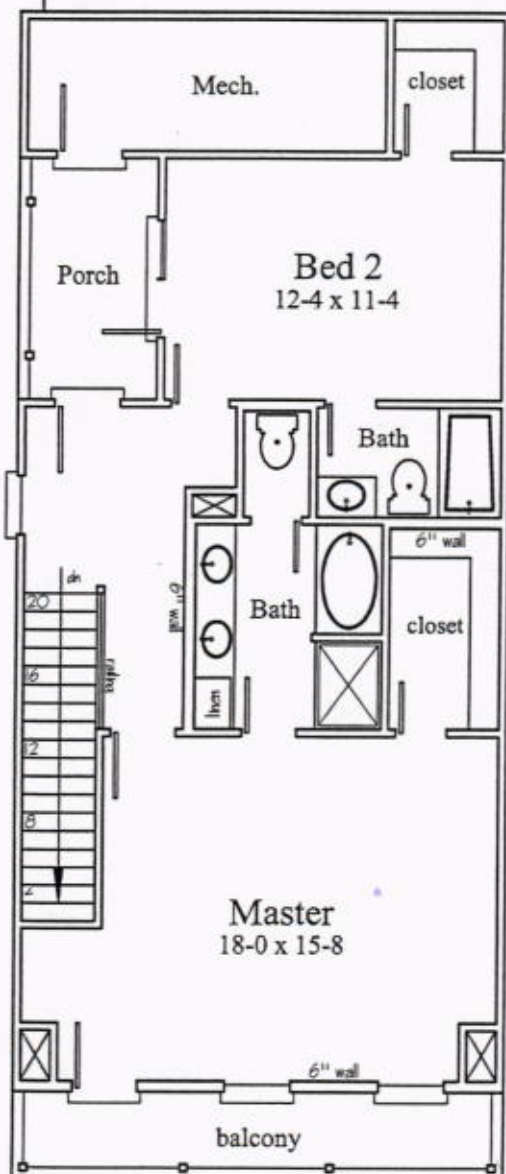
1001-011

Setbacks	
16'	front
20'	rear
5'	sides

SITE PLAN

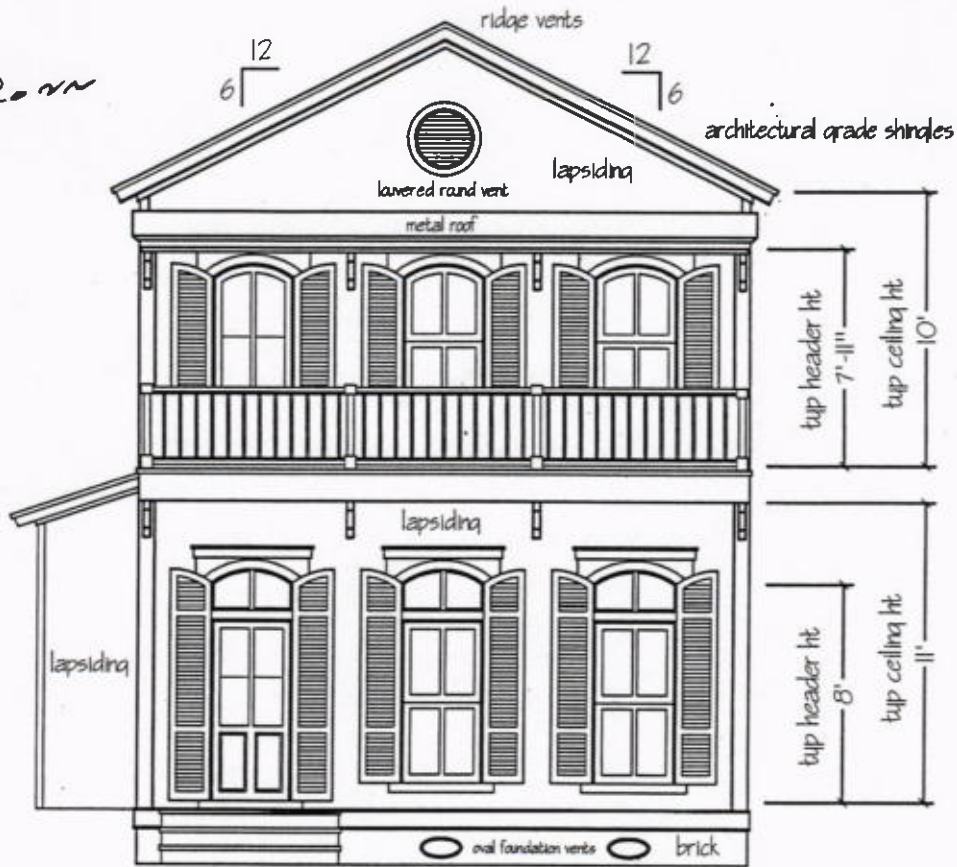
$$|'' = \delta'$$

Square Footage	
First Floor	
Heated Area:	1032
Under Roof:	1680
Second Floor	
Heated Area:	869
Under Roof:	1047
Totals	
Heated Area:	1901
Under Roof:	2727

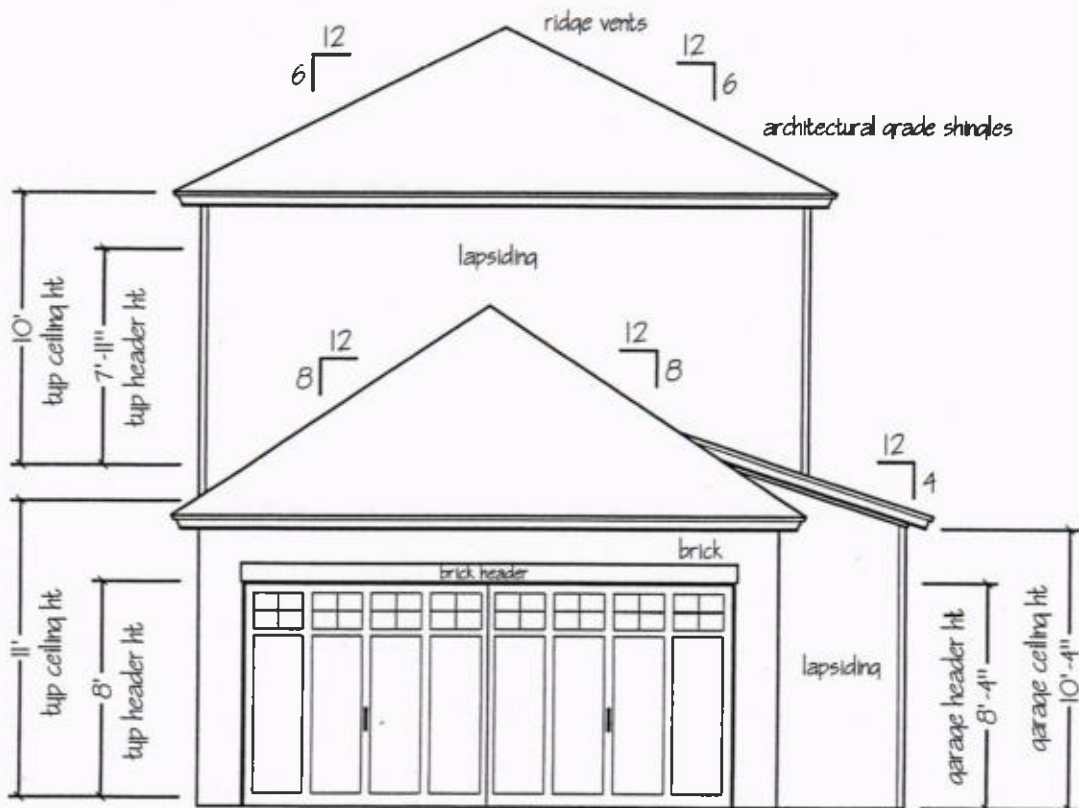


LOT 13

Dr. Truck Conn



arched door w/ arched transom
steps as req'd



City of Clinton
Mississippi
Community Development

July 9, 2010

Mitchell Sign
3200 Hwy 45 North
Meridian, MS 39301

Mr. Tramontana:

I have received your request to place a sign on Clinton Park for St. Dominic's Family Medical. You are scheduled to appear before the Planning and Zoning Commission on July 27, 2010 at 6:30 and the Mayor and Board of Alderman on August 3, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

CITY OF CLINTON
Department of Community Development

Sign Permit Application

Date: 7/9/10

Name of
Applicant: MITCHELL SIGNS
Contact: MARK TRAMONTANA
Address: 3200 HWY. 45 NORTH
MERIDIAN, MS. 39301

Phone #: 601-482-7471

Contact Signature: [Signature]

Property Owner: ST. DOMINIC
Address: 969 LAKELAND DR.
JACKSON, MS.

Phone: _____

Sign Contractor: MITCHELL SIGNS
Address: 3200 HWY. 45 NORTH
MERIDIAN, MS. 39301

Phone: 601-482-7471

Location of Sign
728 CLINTON PARKWAY

Zoning District: _____

Type of Sign: ☒ Wall ☒ Ground Mounted

Sign Dimensions

Wall: ① ST. DOMINIC — 6' X 13'
Height: ② GENESIS — 5 1/2' X 12' Width: _____

Total Sq. Ft. ① - 75 ② 70

Ground Mounted:
Height: 10' Width: 6'
Total Sq. Ft. 60'

Lineal Ft. of building or space to be
leased: 130'

Contract Cost: \$20,000.00

Permit Cost: _____

Received by: _____

PLEASE ATTACH RENDERING OF SIGN TO APPLICATION

Sign is: APPROVED _____ (Date) DENIED: _____ (Date) BY: _____

Reason for

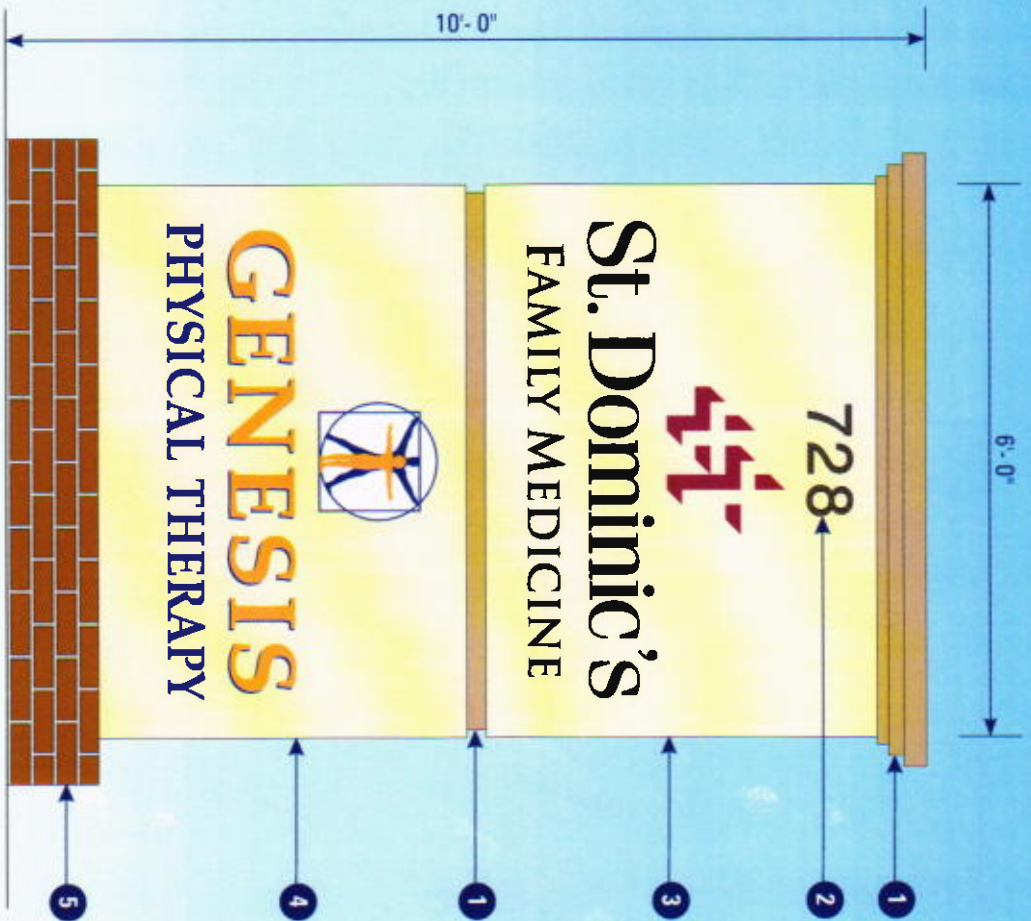
Denial: _____

Office: 601-924-2256

Fax: 601-924-0837

P.O. Box 156 Clinton, MS 39056

SCALE
1/2" = 1'-0"



- (1) - FABRICATED ALUMINUM TOP CAP & REVEAL WITH PMS #465 TEXTURED FINISH.
- (2) - ROUTED .125 ALUMINUM NUMBERS WITH 313 DURANODIC BRONZE FINISH.
- (3) - D/F ALUMINUM CABINET WITH PMS #468 TEXTURED FINISH. ROUTED ALUMINUM FACE BACKED WITH WHITE ACRYLIC. TRANSLUCENT BURGUNDY TO MATCH PMS #208 & BLACK VINYL APPLIED TO FIRST SURFACE LEAVING WHITE OUTLINE. INTERNAL FLUORESCENT ILLUMINATION.
- (4) - D/F ALUMINUM CABINET WITH PMS #468 TEXTURED FINISH. ROUTED ALUMINUM FACE BACKED WITH WHITE ACRYLIC. TRANSLUCENT BLUE & ORANGE VINYL APPLIED TO FIRST SURFACE LEAVING WHITE OUTLINE. INTERNAL FLUORESCENT ILLUMINATION.
- (5) - BRICK BASE NOT INCLUDED.

CUSTOMER: ST DOMINIC / GENESIS
ADDRESS: 728 CLINTON PARKWAY
FILE: 3067208_ST_DOMINIC_GENESIS
APPROVALS:

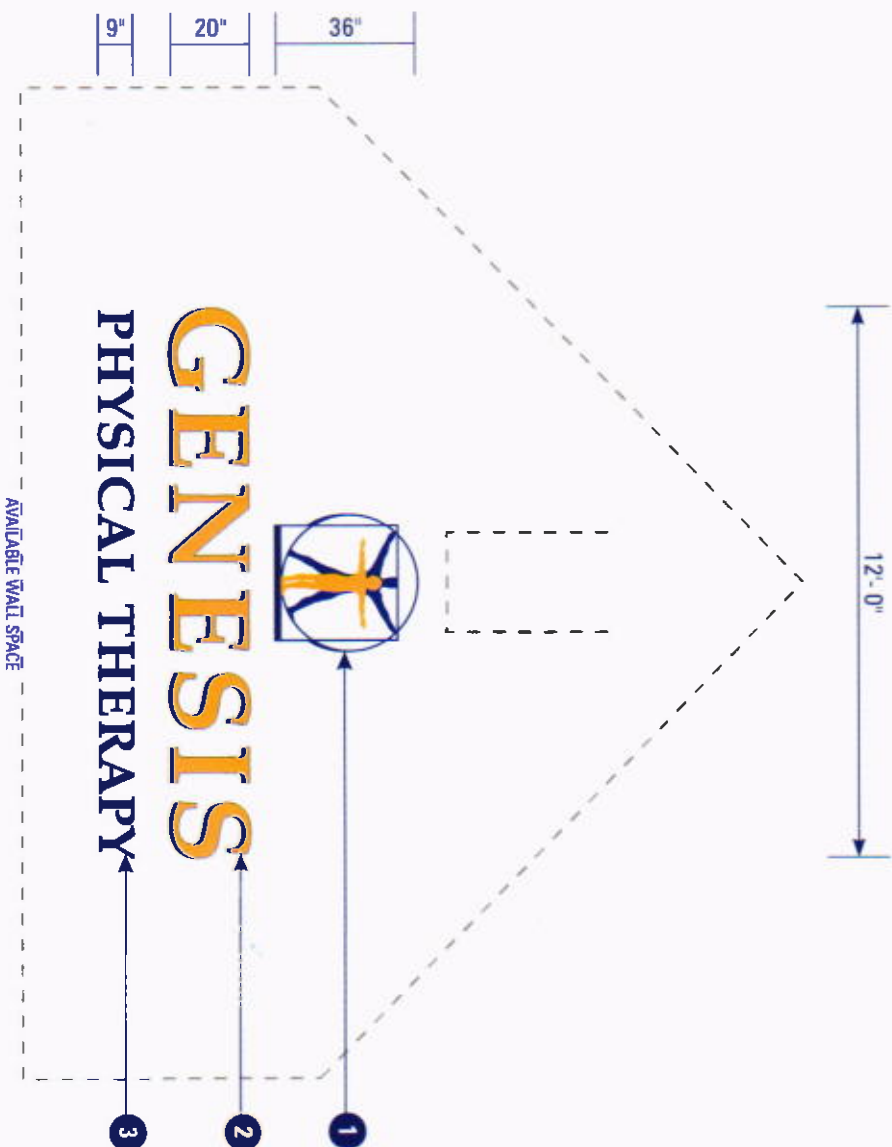
JOB NAME: MONUMENTS & CHANNEL LETTERS
CITY/STATE: CLINTON, MS
SALES: MARK TRANAMONTANA
W.O. #: 00000
DATE: 5/18/10
REV: 6/8/10
6/15/10
6/17/10
6/28/10



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MITCHELL SIGNS
10000 W. 10TH AVE. SUITE 100
DENVER, CO 80201
TEL: 303-440-1000
FAX: 303-440-1001
WWW.MITCHELLSIGNS.COM

SCALE
1/4"=1'-0"



- (1) - FABRICATED ALUMINUM CHANNEL LOGO. 5" RETURN WITH BLUE FINISH. 3/16" WHITE ACRYLIC FACE WITH 1" BLUE TRIM-CAP RETAINER. TRANSLUCENT BLUE & ORANGE VINYL APPLIED TO FIRST SURFACE. INTERNAL WHITE LED ILLUMINATION.
- (2) - FABRICATED ALUMINUM REVERSE CHANNEL LETTERS. 3" RETURNS. ORANGE FACES & BLUE RETURNS. INTERNAL WHITE LED ILLUMINATION.
- (3) - ROUTED .125 ALUMINUM LETTERS WITH BLUE FINISH. NON-ILLUMINATED.

CUSTOMER: ST DOMINIC / GENESIS
ADDRESS: 728 CLINTON PARKWAY
FILE: 3067208_ST_DOMINIC_GENESIS
APPROVALS:

JOB NAME: MONUMENTS & CHANNEL LETTERS
CITY/STATE: CLINTON, MS
SALES: MARK TRAMONTANA | W.O. #: 00000
DATE: 5/18/10
REV: 6/15/10
6/17/10

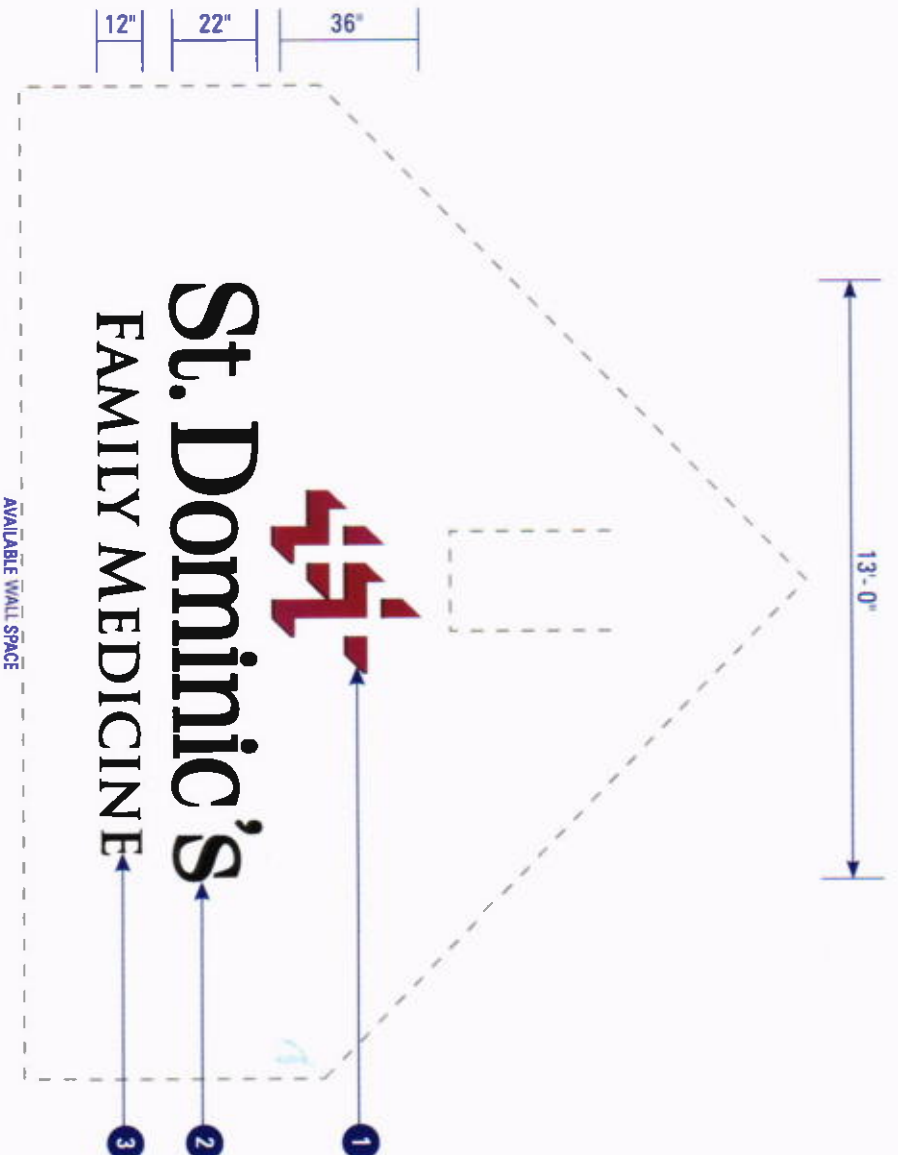


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MITCHELL SIGNS
3000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.440.2000 | FAX: 303.440.2001
WWW.MITCHELLSIGNS.COM

SCALE
1/4" = 1'-0"



- (1) - FABRICATED ALUMINUM REVERSE CHANNEL LOGO WITH 3' RETURNS. PMS #208 FINISH. INTERNAL WHITE LED ILLUMINATION.
- (2) - FABRICATED ALUMINUM REVERSE CHANNEL LETTERS WITH 3' RETURNS. BLACK FINISH. INTERNAL WHITE LED ILLUMINATION.
- (3) - ROUTED .125 ALUMINUM LETTERS WITH BLACK FINISH. NON-ILLUMINATED

CUSTOMER: ST DOMINIC / GENESIS
ADDRESS: 728 CLINTON PARKWAY
FILE: 30872DB ST DOMINIC GENESIS
APPROVALS:

JOB NAME: MONUMENTS & CHANNEL LETTERS
CITY/STATE: CLINTON, MS
SALES: MARK TRAMONTANA | W.O. #: 000000
DATE: 5/18/10
REV: 6/15/10
6/17/10



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MITCHELL SIGNS
2000 WEST 100 NORTH, SUITE 100, TAMPA, FL 33607
PHONE: (813) 442-7871 | FAX: (813) 442-7871 | T: 813-442-7871
WWW.MITCHELLSIGNS.COM

RESUME

David Ray Ellis

1830 Clinton Raymond Road
Clinton, Mississippi 39056
(601) 437-2489 (W) (601) 924-1048 (H)

Professional Experience

Entergy Operations, Inc
Grand Gulf Nuclear Station

Maintenance Department - Sr. Project Manager – Dry Fuel Storage – 2005-current

Provide management, direction, and control over the GGNS Independent Spent Fuel Storage Installation, and all dry fuel storage, nuclear instrumentation, and high level waste disposal activity at GGNS.

Oversight of all work preparation and execution. Duties include planning, scheduling, and directing dry fuel, and high level waste processing activity, Alliance partner contract development, budget preparation, coordination with other sites, and coordination with other departments.

Concurrent Duties: Project Manager for nuclear instrumentation replacement and control blade management & disposal program.

Concurrent Duties: Vice-Chairman of Holtec International User Group, representing 50% of the dry nuclear fuel storage capacity in the US and one European Site. Duties include organizing common issues and activities with all U.S sites to ensure uniformity in solutions with vendor organizations including regulatory initiatives, common cause analysis, lessons learned, and transfer of knowledge gained through innovations.

Concurrent Duties: Outage Control Center Maintenance Manager during forced and planned outages.

Planning and Scheduling/Outage - Sr. Project Manager – Reactor Services – 2000-2005

Provide direction and control over all reactor maintenance, modification, and inspection activity at GGNS. Supervision of 20 - 140 people during work preparation and execution. Duties include planning, scheduling, and directing reactor maintenance modification and inspection activities, contract development, budget preparation, coordination with other sites, and coordination with other departments. Worked on team that initiated and developed the alliance partnership concept for refueling activities.

Concurrent duties: Project Manager for nuclear instrumentation replacement and control blade management & disposal program.

Planning and Scheduling/Outage - Outage Coordinator – 1999- 2000

Responsible for concurrent leadership in various initiatives to successfully execute a refueling outage such as: Drywell/Refuel Undervessel Coordination and Refuel Decon Team Lead. Other concurrent duties; Contingency plan methodology development, Outage Control Center concept development, Outage Success Team Model Development

Pilgrim Station Purchase Transition Team

Served as Entergy representative at Pilgrim Station for pre-purchase activities related to Radiation Protection and Outage Performance.

Senior Reactor Operator Management Certification 1998-1999

Licensing/Training - Senior Emergency Planner: 1991 - 1997

Responsible for - Departmental budget; development of GGNS positions on current NRC issues related to EP; analysis and modification of program initiatives; Developing and conducting radiological emergency drills, etc; development of computer models and concepts for the atmospheric transport of radioactive material; coordinating the design, maintenance, and inspection of emergency response facilities and communications system; design and review of emergency plans and procedures; interface with NRC, contractors, offsite agencies and State radiological staffs.

Radiation Protection - Senior Health Physicist - October, 1987 to March, 1991

Responsible for - Evaluation of hazards incident to the use of radioactive material, establishing protective measures for those areas and monitoring the personnel within them.

Residency

Clinton, MS resident since 1992

Education

General Electric – San Jose Refuel Technical Director School	2001
Grand Gulf Nuclear Station Port Gibson, MS Management Senior Reactor Operations Certification Program Training	1998-1999
Mississippi College Clinton, Mississippi Masters of Business Administration	1992 to 1996
University Of Southern Mississippi Hattiesburg, Mississippi Bachelors of Science in Biology/ Minor in Chemistry	1984 to 1986

VOID

*This contract was
voided due to new
contract approved on
September 7, 2010.*

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated August 3, 2010 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Clinton, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

B. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date through December 31, 2020. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section I (a) above, either AT&T Mississippi or the City shall have the right to terminate this Agreement and all obligations and services hereunder upon ninety (90) days notice to the other Party, if (a) AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives and it ceases provision of such services; (b) cable company Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to five percent (5%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and five percent (5%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IF Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenue means any and all revenue collected by AT&T Mississippi from the provision of its IF Video Services in the City, including, but not limited to the following:

- (a) recurring charges for IF Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IF Video Services equipment;
- (d) service charges related to the provision of IF Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IF Video Services subscribers in connection with the provision of IF Video Services, including the IP Video Services Provider Fee. authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment; or

VOID

(g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IF Video Services subscribers.

"Gross Revenues" which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi's IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi's launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for up to three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IF Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

After one hundred twenty days (120 days) upon receipt of a valid request from the City to provide access to PEG programming, AT&T Mississippi shall remit to the City, if requested by the City, an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all required Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IF-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels. AT&T Mississippi shall meet all obligations regarding the Federal Emergency Alert System as required by Title 47, Section 11, and Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which

VOID

such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IF-enabled Video Services over the IP Network to regulation under any cable television franchise or video ordinance. In addition:

(a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.

(b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IF Network.

(c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IF Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IF Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. The duty to provide indemnity and defense shall not be waived unless AT&T Mississippi shows prejudice arising from late notice or notice is given by City later than one hundred twenty (120) days from receipt by the City of the claim. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City or another third party files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

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At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any final judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or the City is compelled to so by any final judgment ordered by the court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days

9. Dispute Resolution. The parties recognize and agree that it is in their best interests to avoid the time and expense of litigation should a dispute arise concerning the provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights-of-Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in the public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c), as amended. The requirements of 47 C.F.R. 76.309(c) are set forth in Attachment A to this Agreement, but are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. 76.309(c) be amended. AT&T Mississippi understands that the City may exercise any right that it may have to enforce those standards after ninety (90) days advance notice.

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12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Books and Records: Audits.

13.1 AT&T Mississippi shall maintain books of account and records adequate to enable AT&T to demonstrate that it is in compliance with this Agreement with respect to IF-enabled Video Service.

13.2 The City shall have the right to audit AT&T, with respect to AT&T's obligations under this Agreement, within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in this Agreement with respect to IF-enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be paid by AT&T within thirty (30) days after AT&T receives a written notice from the City. The notice that the City sends to AT&T shall include a copy of the audit report. The City may not retain any person or entity for compensation that is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

13.3 Upon reasonable notice to AT&T, the City or its designated representative, subject to confidentiality protections, shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

13.4 City acknowledges that some of the records which may be provided by AT&T may be classified as confidential and therefore may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T.

14. Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered either personally or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Mayor Rosemary G. Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

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If to AT&T Mississippi:

AT&T Mississippi
General Counsel - Mississippi
Suite 790, Landmark Center
175 13. Capitol Street
Jackson, Mississippi 39201

15. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

16. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

17. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

20. Miscellaneous.

(a) AT&T Mississippi, and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

21. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the

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Parties and their respective past and present principals, managers, Board of Aldermen members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

22. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this the 3rd day of August, 2010

BellSouth Telecommunications, Inc. doing business as AT&T Mississippi

By: VOID
Name: R. Mayo Flynt, III
Title: President - AT&T Mississippi

City of Clinton, Mississippi

By: Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor, City of Clinton

Attest: Russell Wall
Name: Russell Wall
Title: City Clerk, City of Clinton

